

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
John Q Hammons Hotels Management, LLC
300 John Q. Hammons Parkway, Suite 900
Springfield, Missouri 65806

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and John Q. Hammons Hotels Management, LLC ("JQH").
2. The violations identified in this Agreement were found during a compliance evaluation of JQH at its Embassy Suites establishment located at 200 Stoneridge Drive, Columbia, South Carolina, which began on September 21, 2010, and they were specified in a Notice of Violation issued September 21, 2011. OFCCP alleges that JQH has violated Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and their implementing regulations at 41 CFR Chapter 60, due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by JQH of any violation of Executive Order 11246; as amended, Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and their implementing regulations.
4. The provisions of this Agreement will become part of JQH's affirmative action programs (AAPs). Subject to the performance by JQH of all promises and representations contained herein and in its AAPs, all named violations in regard to the compliance of JQH with all OFCCP programs will be deemed resolved. However, JQH is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. JQH agrees that OFCCP may review compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to JQH's compliance. JQH shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve JQH from the obligation to comply with the requirements of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and their implementing regulations or any other equal employment statute or executive order or its implementing regulations.
7. JQH agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).

**John Q. Hammons Hotels Management, LLC
Conciliation Agreement**

8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director for OFCCP, unless the Regional Director or the Director, OFCCP, indicates otherwise within 45 days of the District Director's signature on this Agreement.
9. ~~If, at any time in the future, OFCCP believes that JQH has violated any portion of this Agreement during the term of this Agreement, JQH will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide JQH with 15 days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.~~

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed (or sooner, if irreparable injury is alleged) without issuing a Show Cause Notice.

Where OFCCP believes that JQH has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject JQH to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.66, 41 CFR 60-741.66 and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** JQH failed to ensure that a female employee was not penalized in her conditions of employment because she required time away from work on account of (b) (7) (c). Specifically, when (b) (7) (c) returned to work after (b) (7) (c) JQH failed to reinstate her to her original job or to a position of like status and pay without the loss of seniority. OFCCP asserts that JQH treated (b) (7) (c) differently than a male employee who took medical leave and whom JQH restored to his original job, pay and seniority.

Accordingly, OFCCP finds that JQH discriminated against (b) (7) (c) in her conditions of employment based on gender and because she required time away from work on account of (b) (7) (c) in violation of 41 CFR 60-1.4(a)(1) and 41 CFR 60-20.3(g), when JQH required that (b) (7) (c) apply to be re-hired, compete with other applicants, and hired her in her original position at a lower rate of pay and without her previously accrued seniority.

REMEDY: JQH specifically denies it has violated Executive Order 11246. On June 6, 2011, JQH disbursed to (b) (7) (c) make-whole remedies, including back pay, interest, a salary adjustment and retroactive seniority. JQH disbursed \$322.00 in back pay and \$28.61 in interest for a total financial settlement of \$350.61 to (b) (7) (c) will receive an IRS Form W-2 for the payment of \$350.61 minus legal deductions.

On June 6, 2011, JQH a) adjusted (b) (7) (c) wage rate to (b) (7) (c) per hour, and b) adjusted her company service date to April 8, 2010, her original hire date.

JQH will not retaliate, harass, or engage in any form of reprisal or other adverse action against (b) (7) (c) based on or in relation to the terms or provisions of this Agreement.

John Q. Hammons Hotels Management, LLC
Conciliation Agreement

On October 7, 2011, JQH updated and implemented a Leave Policy. This Leave Policy ensures that JQH will treat female employees returning to work [REDACTED]

(b) (7) (c) equitably [REDACTED]

JQH will train all employees at JQH's Embassy Suites' Columbia establishment involved in JQH's application, selection, hiring and termination processes on JQH's aforementioned Leave Policy.

2. **VIOLATION:** JQH failed to list, on an ongoing basis, all employment openings, as defined by 41 CFR 60-300.5(a) 2 and 6, with the state workforce agency job bank or with the local employment delivery system serving the location where the openings occur. Additionally, JQH failed to undertake appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans. 41 CFR 60-300.5(a) 2-6 and 41 CFR 60-300.44(f).

REMEDY: JQH will list, on an ongoing basis, all employment openings, as defined by 41 CFR 60-300.5(a) 2 and 6, with the South Carolina State Job Bank or with the South Carolina Department of Employment and Workforce office serving the location where the openings occur. Additionally, JQH will contact, at a minimum, the resources identified below as part of its outreach and positive recruitment activities to recruit qualified disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans:

South Carolina Department of Employment and Workforce
Post Office Box 995, Columbia, South Carolina 29202

(b) (7) (c) Director of Veterans' Services, 803-737-(b) (7) (c)

Wounded Warrior Project

7020 AC Skinner Parkway, Suite 120, Jacksonville, Florida 32256

(b) (7) (c) Coordinator, Warriors to Work, 904-296-7350, extension (b) (7) (c)

Website: www.woundedwarriorproject.org

3. **VIOLATION:** JQH failed to undertake outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities. Specifically, JQH failed to establish meaningful contacts with vocational rehabilitation agencies or facilities, and any other organizations of and for individuals with disabilities, for such purpose as advice, technical assistance and referral of potential employees. 41 CFR 60-741.44(f).

REMEDY: JQH will undertake outreach and positive recruitment activities to effectively recruit qualified individuals with disabilities, as described in 41 CFR 60-741.44(f) (1-7). Within 45 days of the date the District Director signs this Agreement, JQH will: a) establish contacts with representatives from the recruitment source identified below; b) hold a formal meeting on JQH's establishment premises with these representatives to enlist the assistance and support of their agency; and c) provide meaningful employment opportunities to qualified individuals with disabilities. Additionally, JQH will directly notify this recruitment source of JQH's job openings as they occur and simultaneously when JQH advertises its job openings with other recruitment sources.

John Q. Hammons Hotels Management, LLC
Conciliation Agreement

South Carolina Vocational Rehabilitation Department (Lexington-Richland)
1330 Boston Avenue, West Columbia, South Carolina 29170

(b) (7) (c)

FUTURE CONDUCT: JQH will not repeat the above violations.

PART III: Reporting

~~JQH will submit two reports, as stated below to: Assistant District Director—Columbia, United States Department of Labor, Office of Federal Contract Compliance Programs, 1835 Assembly Street, Room 608, Columbia, South Carolina, 29201.~~

The **first report** shall be due 60 days after the date on which the District Director, OFCCP signs this Agreement. The first report shall contain the following information:

1. Documentation of training at the Columbia facility that JQH provided on its (b) (7) (c) Leave Policy for all employees involved in JQH's application, selection, hiring and termination processes. The documentation will include at a minimum: the date(s) of training, description of training, copy of the training agenda and materials, cost of training, and names and titles of recipients;
2. Documentation that JQH established contact and held meeting(s) on JQH's establishment premises with recruitment representatives of the South Carolina Vocational Rehabilitation Department (SCVRD) within 45 days of the date the District Director signed this Agreement; and
3. Records of meetings that JQH held with SCVRD and other recruitment sources targeting individuals with disabilities, including names, job titles and agencies of recruitment representatives, meeting dates, topics discussed and outcome.

The **second report** will cover the 12-month period after the District Director, OFCCP signs this Agreement and shall be due 30 days after the close of that 12-month period. The second report shall contain the following information:

1. Documentation that JQH a) listed all employment openings, as defined by 41 CFR 60-300.5(a) 2 and 6, with the South Carolina State Job Bank or with the South Carolina Department of Employment and Workforce office serving the location where the openings occur and b) contacted the resources identified in Remedy 2 of Part II above, along with c) a report on the number of referrals and the number of hires from those listings and from JQH's other positive veterans outreach and recruitment activities, providing for the hires, to the extent known, the number of disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans covered by OFCCP's regulations; and
2. Documentation confirming that JQH a) exercised outreach and positive recruitment activities to effectively recruit qualified individuals with disabilities, and b) contacted the resource identified in Remedy 3 of Part II above, along with c) a report on the number of referrals and the number of hires from that resource and from JQH's other positive disability outreach and recruitment activities. For referrals not selected, provide written explanations and documentation to clearly support the non-selection decision.

**John Q. Hammons Hotels Management, LLC
Conciliation Agreement**

TERMINATION DATE: This Agreement will expire 90 days after OFCCP receives the second and final report required in Part III above or on the date that the District Director gives notice to JQH that it has satisfied the reporting requirements, whichever occurs earlier, unless OFCCP notifies JQH in writing prior to the end of the 90-day period that JQH has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between JQH and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither JQH nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

**John Q. Hammons Hotels Management, LLC
Conciliation Agreement**

PART IV: Signatures

The person signing this Conciliation Agreement on behalf of John Q. Hammons Hotels Management, LLC personally warrants that he is fully authorized to do so, that John Q. Hammons Hotels Management, LLC entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on John Q. Hammons Hotels Management, LLC. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and John Q. Hammons Hotels Management, LLC.

DATE: 11/1/11
(b) (7) (c)

Justin A. Harris
Senior Vice President and General Counsel
John Q. Hammons Hotels Management, LLC
300 John Q. Hammons Parkway, Suite 900
Springfield, Missouri 65806

DATE: November 10, 2011
(b) (7) (e)

Compliance Officer—Columbia
Office of Federal Contract Compliance
Programs

DATE: 10 November 2011
(b) (7) (c)

Pamela Quinn
Assistant District Director—Columbia
Office of Federal Contract Compliance
Programs

DATE: 15 NOVEMBER 2011
(b) (7) (c)

Bradley A. Anderson
District Director—Charlotte
Office of Federal Contract Compliance
Programs